

Memorandum of Understanding
FROM THE STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
BUDGET AND PLANNING BUREAU

SECTION 1: PARTIES

This Memorandum of Understanding is entered into between the Montana Department of Corrections (hereinafter referred to as the "DOC") and the Montana State University of Bozeman Police Department (hereinafter referred to as the "MSU").

The State of Montana receives grant funds from the United States Department of Justice under the Bulletproof Vest Partnership (BVP). Through this program, the United States Department of Justice provides financial assistance to law enforcement agencies for purchasing or replacing bullet proof vests. Eligible law enforcement officers for BVP grant purposes include police officers; sheriff deputies; correctional officers; parole and probation agents; prosecutors; and judicial officials.

The program is designed to reimburse up to 50% of the total cost of each vest. Total cost includes the cost of the vest, vest carriers, attachments, inserts, and covers considered integral or essential for its proper care, use, and wear ability, shipping, handling, fitting charges, and applicable taxes. All vests must comply with National Institute of Justice requirements, which can be found at www.justnet.org.

The Montana Department of Corrections is designated as the primary applicant for the BVP grant for the State of Montana. The DOC manages this grant on behalf of all eligible and participating law enforcement agencies under the State of Montana's jurisdiction.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2: PURPOSE

To identify the rights, roles, and responsibilities regarding the State of Montana's BVP grant as it applies to the DOC's role with MSU.

SECTION 3: TERMS

1. This Agreement shall be effective from the date of execution and be automatically renewed each fiscal year, unless written notice of termination is given at least thirty days prior to the end of the fiscal year.
2. Amendments to this Agreement may be proposed at any time by either party and shall become effective upon written approval of both parties.
3. Nothing in this Agreement is intended to waive or otherwise limit any applicable law, rule, or regulation or any other requirements or duties under such laws, rules, or regulations.

SECTION 4: ROLES AND RESPONSIBILITIES

DOC agrees to:

1. allocate federal funds to MSU based on the intent of the BVP grant;


2. process MSU's reimbursement requests, withdrawing funds from the balance of available federal funds from the BVP grant; and,
3. provide general guidance to MSU on the BVP grant.

MSU agrees to:

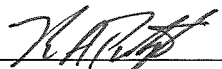
1. provide contact information for its BVP grant designee to DOC's grant manager prior to grant funds being available;
2. have at least one designee attend an orientation on the BVP grant prior to grant funds being available;
3. submit invoices to DOC for partial reimbursement for bulletproof vest purchases up to the allocated amount according to the laws, regulations and guidelines of the grant program, which can be found at <http://www.ojp.usdoj.gov/bvpbasi>. As of July 1st of each de-obligation year, all unspent funds will revert to DOC;
4. at the request of DOC, submit accurate data regarding the number of BVP grant eligible agency staff in order to process subsequent grant applications.

The parties through their authorized agents have executed this MOU on the dates set out below.

MONTANA DEPARTMENT OF CORRECTIONS

By:  Date 8/1/11
Rhonda Schaffer, Administrator
Administrative and Financial Services
PO Box 201301
Helena, MT 59620
406-444-4365

Montana State University of Bozeman Police Department

By:  Date 8/2/11
Robert A. Putzke, Police Chief
MSU Police Department
P.O. Box 172680
Bozeman, MT 59717
406-994-3220